

BILL NO. 19-2013

AN ORDINANCE

**AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN
THE CITY OF READING AND EGELMAN'S PARK ASSOCIATION FOR A
PORTION OF PREMISES KNOWN AS EGELMAN'S PARK.**

WHEREAS, the City of Reading is the legal owner of certain property known as Egelman's Park situate in the City of Reading, Berks County, PA; and

WHEREAS, the City of Reading desires to lease a portion of the aforementioned premises for its use for various recreational purposes; and

WHEREAS, the City of Reading finds that leasing said premises to Egelman's Park Association for said purpose is in the best interests of the City of Reading,

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Egelman's Park Association for a portion of certain property known as Egelman's Park, Reading, Berks County, Pennsylvania as set forth in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted April 8, 2013



President of Council

Attest:



City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 8th day of April, A. D. 20 13. Witness my hand and seal of the said City this 16th day of April, A. D. 20 13.



CITY CLERK

Submitted to Mayor: _____

Date: 4/8/13

Received by the Mayor's Office: _____

Date: 4/9/13

Approved by Mayor: _____

Date: 4/9/13

Vetoed by Mayor: _____

Date: _____

[Handwritten signature and initials, possibly "VDS" and "Prince"]



City of Reading, PA Commercial Lease

The City of Reading provides various Park and Recreation facilities throughout the City for the use and enjoyment of its residents. It is the goal of the City to make the facilities available for use by organizations and individuals for non-profit recreational purposes. The City's Parks are open to the public from dawn to dusk & individuals, or groups, may reserve the use of facilities.

RECITALS

City of Reading, hereafter "LESSOR" is the owner of the municipal park facility known as Egelman's Park, located within the City of Reading; and

Egelman's Park Association, hereafter "LESSEE" is engaged in the business of managing organized youth athletic leagues that for the past twenty (20) years have operated on Egelman's Field, within Egelman's Park; and

LESSOR and LESSEE have had a business relationship for more twenty (20) years and wish to continue that relationship for another lease term, as specified in this AGREEMENT.

In consideration of the mutual promises herein contained, acknowledged and accepted without reservation by the LESSOR and LESSEE, the City of Reading and _____ hereby mutually undertake, promise, and agree to the following:

AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2013 by and between the City of Reading ("LESSOR") and _____ ("LESSEE").

ARTICLE I - LEASE OF PREMISES

1.1 Leased Premises: Subject to the terms and conditions of this AGREEMENT, LESSOR hereby grants to LESSEE an exclusive Lease for Egelman's Field and for the adjacent concession facility, (hereafter the "PREMISES"), for the operation and management of youth athletics.

1.2 Improvements and Additions: LESSEE hereby accepts the PREMISES from LESSOR in its present condition. LESSEE shall not cause or permit any changes, alterations, repairs, painting, staining, signage etc., to the PREMISES unless approved by the City. Any subsequent alterations, additions, improvements, etc. upon the PREMISES shall be made with the express written approval by the City, and thereafter maintained at the expense of LESSEE in accordance with the terms and



conditions of this AGREEMENT. Any authorized alterations, additions, improvements; etc made to the PREMISES shall be considered the LESSOR's exclusive property.

- 1.3 Assignment: LESSEE may not assign, in whole or in part, this AGREEMENT or its duties, obligations, or privileges without the prior written consent of the City.

ARTICLE II – LEASE TERM

- 2.1 Term: This AGREEMENT shall begin on the first (1) day of June, 2013 and end on thirty-first (31) day of December, 2013. It is agreed between the parties that the LESSEE is allowed to operate its charitable nonprofit recreational/athletic association on the PREMISES and is responsible for the operation and day-to-day use of the land and facilities leased for the duration of this AGREEMENT. The City, however, reserves the right to grant use of the land and facilities leased on those days, and at those times, which have not been scheduled by the LESSEE.
- 2.2 Termination: LESSOR expressly reserves the right to terminate this AGREEMENT without cause by delivering written notice to the LESSEE's address on file.
- 2.3 Default: If LESSEE is in default of any terms and conditions of this AGREEMENT or violates any laws of the United States, the Commonwealth of Pennsylvania, or applicable City of Reading ordinances, and thereafter fails to correct the performance constituting breach upon five (5) days of written notice, the LESSOR may exercise any rights or remedies for such default that LESSOR may have at law or in equity, including the right to terminate this AGREEMENT.
- 2.4 Holding Over: If LESSOR permits the LESSEE to occupy the PREMISES beyond the AGREEMENT, or past the date of Termination, the tenancy thereafter shall be on a period of a three (3) month basis and remains subject to all terms and conditions of this AGREEMENT.

ARTICLE III – FEES, EXPENSES, & RECORDS

- 3.1 Rent: For the privileges granted the LESSEE herein, LESSEE is not required to pay rent to the LESSOR for the duration of this AGREEMENT.
- 3.2 Utilities: LESSEE is responsible for the payment of electric associated with their use and operation of UTILITY ACCOUNTS, defined as (1) the lights on the ball field; and (2) and the concession kitchen at the Field, on the PREMISES for the duration of the AGREEMENT, and tenancy. These locations are separately metered and LESSEE is responsible for them during the Term of this AGREEMENT, should a circumstance require the LESSOR to use the equipment associated with the UTILITY ACCOUNTS, the City is responsible for those expenditures and will reimburse LESSEE for costs associated with their use. Failure to pay utilities by LESSEE

constitutes Default of this AGREEMENT. All remaining utilities expenses, excluding UTILITIES ACCOUNTS, will be paid by the LESSOR.

- 3.3 Records: LESSEE shall keep an accurate set of financial records, pursuant to its business, and shall furnish to the City/LESSOR upon request, all information deemed pertinent to its operation and business organization. Moreover, LESSOR shall be given full access to LESSEE's complete financial and business records, including schedules, for all reasons related to the contractual relationship between the parties.

ARTICLE IV – USE OF THE PREMISES

- 4.1 Permissible Uses: During the Term of this AGREEMENT, LESSEE shall use the PREMISES for the purpose of operating a non-profit recreational/athletic association comprised in part by the East Reading Athletic Association, Central Catholic High School, and the Berks County Catholic Youth Organization. For the duration of the AGREEMENT, the LESSEE, in operation of the PREMISES or in granting permission for its use, remains subject to the laws of the United States, Commonwealth of Pennsylvania, and the City of Reading and agrees not to discriminate against participation on the basis of race, creed, sex, or color.
- 4.2 Hours of Operation: The LESSEE is allowed to access, utilize, and schedule events on the PREMISES as necessary to perform its business purpose under this AGREEMENT.
- 4.3 Equipment Repair and Replace: Any and all repairs, maintenance, or replacement of fixtures or equipment shall be made at LESSEE's expense. Any equipment owned by the LESSEE previous to this AGREEMENT that is repaired, maintenance, or replaced, shall remain the property of the LESSEE and subsequently removed at this termination of this AGREEMENT.

ARTICLE V – MAINTENANCE & REPAIR

- 5.1 Maintenance by the LESSEE: LESSEE shall keep the PREMISES in the condition as when delivered at the time of this AGREEMENT, and in compliance with all codes promulgated by the City of Reading. LESSEE is responsible general maintenance and upkeep, excepting ordinary wear and tear or an act of God. In the event of material change to the condition of the PREMISES, the LESSEE shall provide LESSOR prompt notice of the defective circumstance, there by granting LESSOR opportunity to exercise reasonable measures and due diligence to repair.
- 5.2 Additional Maintenance: LESSEE agrees to the following during the business purpose of this AGREEMENT: (a) follow all rules and regulations of the City of Reading Public Works Department; (b) ensure that all trash accrued during business operation for the purposes of this AGREEMENT is disposed of in the proper receptacles for collection by the LESSOR.

ARTICLE VI – INDEMNIFICATION

- 6.1 Indemnification: The LESSEE agrees to protect, defend, and hold harmless City/LESSOR from any and all claims, damages, suits, or expenses, and charges, including legal fees in defense thereof that might be asserted by any party participating in, or arising out of, or related to the this AGREEMENT. This includes, but is not limited to courts costs and expert fees, incurred by the negligent acts or omissions of LESSEE, agents, officers, invitees, or licensed occupants of the PREMISES. If portions of this AGREEMENT are held invalid, this provision shall remain in effect as a separate contract between the LESSOR and LESSEE.

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 Applicable Laws: This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the City of Reading.

- 7.2 Headings: The headings and underlined captions herein are used for convenience only, and are not to be construed in the interpretation of this AGREEMENT.

- 7.3 Notices: The LESSOR, including attention to, and LESSEE's address for all notices required under this AGREEMENT shall be:

_____	_____
_____	_____
_____	_____

- 7.4 Independent Contractor: LESSEE is and at all times under this AGREEMENT shall be considered as an Independent Contractor and is not a City of Reading employee.

- 7.5 Entire AGREEMENT and Modification: This instrument memorializes the entire and whole AGREEMENT as accepted by the parties, and supersedes any and all other AGREEMENTs or understandings. There shall be no modification of this AGREEMENT, except in writing, and unless accepted mutually by the Parties.

- 7.6 Severability: If any provision(s) of this AGREEMENT or provision is held invalid or deemed impermissible, such provision(s) will be considered severable and will not affect other provisions or applications of this AGREEMENT which can be given effect and remain in intact.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed this day and year first above written.

City of Reading/LESSOR

By: _____

Date:

Mayor

Attest: _____

Date:

City Clerk

Egelman's Park Association/LESSEE

By: _____

Date:

Attest: _____

Date:
